

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pyrotek Incorporated		08/11/2010	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	601 W 1st Avenue, Suite 900		
City:	Spokane		
State/Country:	WASHINGTON		
Postal Code:	99201		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3687560	PYROTEK	
Registration Number:	3494121	STARBURST	
Registration Number:	3209639	PYROSHELL	
Serial Number:	78322705	PYROTEK	
Registration Number:	3013955	PYROBOARD	
Registration Number:	3013954	RFM	
Registration Number:	3002494	CERATEK	
Registration Number:	2849331	FUSAL	
Registration Number:	2867484	BPF	
Registration Number:	2738011	TENSOR	
Registration Number:	2687280	METJET	
Registration Number:	2557036	SHUR-LOK	
Registration Number:	2483141	MAC	
Registration Number:	2505048		

OP \$490.00 3687560

900170959

TRADEMARK  
 REEL: 004272 FRAME: 0066

Registration Number:	2305267	PYROGLOW
Registration Number:	1915991	ROX-BOND
Registration Number:	1876220	MCF
Registration Number:	1829198	METAULLICS
Registration Number:	1560523	SNIF

#### CORRESPONDENCE DATA

Fax Number: (503)778-2200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (503) 778-2137  
 Email: trademarks@lanepowell.com  
 Correspondent Name: Lisa M. Davis  
 Address Line 1: 601 SW 2nd Avenue, Suite 2100  
 Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	105727.1029
NAME OF SUBMITTER:	Lisa M. Davis
Signature:	/lisa m. davis/
Date:	09/03/2010

#### Total Attachments: 9

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of August 11, 2010, by and between Pyrotek Incorporated, a Washington corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as secured party (the "Secured Party"). Reference is hereby made to (i) that certain Guarantee and Collateral Agreement dated as of even date herewith and executed by Debtor and certain of its Subsidiaries in favor of the Secured Party (as amended, restated or otherwise modified from time to time, the "Collateral Agreement") and (ii) that certain Credit Agreement dated as of even date herewith by and among the Debtor, the financial institutions party thereto from time to time (the "Lenders") and the Secured Party (as amended, restated or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

### RECITALS

WHEREAS, the Lenders have extended or will hereafter extend credit to Debtor, and to secure its obligations to Lenders, Debtor has executed various agreements, including without limitation, the Collateral Agreement, covering among other items, various proprietary rights and trademarks; and

WHEREAS, Debtor and the Secured Party wish to further clarify and declare their respective rights and obligations with regard to certain collateral in an instrument to be recorded with the United States Patent and Trademark Office and elsewhere.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Debtor and the Secured Party hereby agree as follows:

1. Security Interests. Pursuant to the Collateral Agreement and subject to and upon the additional terms, covenants and conditions hereof, Debtor hereby grants, to the Secured Party, for the ratable benefit of the Lenders and the Secured Party, a continuing security interest in Debtor's entire right, title and interest in and to all of the following (the "Property"):

(a) all trademarks, service marks, trade names, proprietary labels and logos in which Debtor now has or at any time hereafter acquires an interest and the goodwill in Debtor's business and products associated with such trademarks, service marks, trade names, proprietary labels and logos; and

(b) the right to sue, in the Secured Party's name or joined with Debtor, for past, present or future infringements of rights in any such trademarks, service marks, trade names, proprietary labels and logos.

The Property shall include without limitation: (i) all trademarks, service marks and trade names, proprietary labels and logos described in Exhibit A attached hereto and incorporated herein by this reference and the Debtor's goodwill in its business associated with the same, and (ii) all registrations, renewals and/or extensions of any of the Property.

2. Obligations Secured. The security interest established by this Agreement secures payment of all indebtedness and performance of all obligations which may now or at

any time hereafter be owed by Debtor to the Lenders and the Secured Party, including without limitation, all obligations now existing or arising under or in connection with the Loan Documents. Upon payment and performance in full of all of the obligations secured hereby, the Secured Party, at Debtor's cost and expense, shall terminate its security interest in the Property.

3. Perfection of Security Interest. Debtor hereby covenants and agrees to prepare, execute, acknowledge, deliver and record or file such instruments and documents and to do and perform all other acts which may be necessary or which the Secured Party deems necessary or appropriate to perfect the Secured Party's security interest in the Property. Concurrently with the filing of any trademark application or the acquisition of any interest in or to any trademark hereafter, Debtor shall duly execute, acknowledge and record in the United States Patent and Trademark Office a Trademark Security Agreement substantially in the form of this Agreement; provided that Exhibit A to each such Trademark Security Agreement shall describe (with such particularity as may be required by said Patent and Trademark Office or other applicable governmental authorities or agencies from time to time) only the additional trademarks and applications which have not been previously recorded as subject to the Secured Party's security interest.

4. Retention of Rights. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Credit Agreement), Debtor shall retain the right to use the Property in the ordinary course of Debtor's business. Debtor agrees neither to sell or assign its interest in, nor grant any license under, the Property, without the prior written consent of the Secured Party; provided however, that Debtor may grant such bona fide licenses for good and valuable consideration as are necessary and usual in the ordinary course of Debtor's business as it is presently conducted and as it may be legally expanded, on the condition that such licenses so granted shall be subject to the terms and conditions of the Collateral Agreement and this Agreement.

5. Warranties. In addition to the representations and warranties made by Debtor in the Collateral Agreement, Debtor represents and warrants that:

(a) the Property listed on Exhibit A and in Exhibit A to any other Trademark Security Agreement(s) delivered by Debtor to the Secured Party represents all of the trademarks, service marks, trade names, proprietary labels and logos and applications therefor in which Debtor has any rights and in which Debtor has applied for any rights as of the date of this Agreement; and

(b) the information set forth in Exhibit A hereto is entirely correct.

6. Covenants. Debtor hereby covenants and agrees to cooperate with the Secured Party in whatever manner may be necessary or which the Secured Party may deem necessary or appropriate so that the Secured Party may enjoy its rights and interests hereunder to the fullest extent. Such cooperation shall include, without limitation:

(a) prompt preparation and execution (at Debtor's expense) of all petitions, oaths, specifications, declarations or other papers that may be necessary or which the Secured Party reasonably may deem necessary or appropriate for prosecuting any trademark or other Property applications or applications for the registration, renewal or extension of any trademark or other Property in which the Secured Party acquires a security interest hereunder and for prosecuting interference proceedings involving any such Property applications pertaining to any such Property; and

(b) prompt assistance and cooperation (at Debtor's expense) in the prosecuting of any legal actions or other proceedings involving any Property or application pertaining to any Property in which the Secured Party acquires a security interest hereunder, including without limitation, oppositions, cancellation proceedings, priority contests, public use proceedings and court actions alleging infringement or any other cause of action.

7. Defense of Property; Indemnity. Debtor hereby covenants and agrees promptly upon request of the Secured Party to defend the Property and the Secured Party's rights and interests therein and to promptly notify the Secured Party of any event, occurrence or legal action which affects the Property or the rights of the parties in relation thereto. Debtor acknowledges that the Secured Party may, but shall have no obligation whatsoever to, commence any legal action or other proceeding to defend the Property or to contest the use by any other party of the Property or any portion thereof. Debtor shall unconditionally indemnify the Secured Party and hold the Secured Party harmless from and against all claims, causes of action, damages, liability, costs and expenses, including reasonable attorneys' fees, that the Secured Party may be subject to in connection with this Agreement except those arising out of the gross negligence or willful misconduct of the Secured Party, including without limitation, Property infringement suits that may be brought against the Secured Party.

8. Appointment. The Secured Party shall have the right to, in the name of Debtor, or in the name of the Secured Party or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints the Secured Party (and any of the Secured Party's officers or employees or agents designated by the Secured Party) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that the Secured Party deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the Secured Party's security interest in, the Property, (ii) execute any and all other documents and instruments, and perform any and all acts and things for and on behalf of Debtor, which the Secured Party may deem necessary or advisable to maintain, preserve, or protect the Property and to accomplish the purposes of this Agreement, including without limitation (A) after the occurrence of an Event of Default, to assert or retain any rights under any license agreement for any of the Property, (B) after the occurrence of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Property, and (C) after the occurrence of any Event of Default, to execute any and all applications, documents, papers and instruments for the Secured Party to use the Property, to grant or issue any exclusive or non-exclusive license with respect to any Property, and to assign, convey or otherwise transfer title in or dispose of any of the Property; provided, however, that in no event shall the Secured Party have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the Property to any person, including itself, without Debtor's written consent. The foregoing shall in no way limit the Secured Party's rights and remedies upon or after the occurrence of an Event of Default. This power of attorney, being coupled with an interest, is irrevocable until termination of the Agreement.

9. License. For the purpose of enabling the Secured Party to exercise its rights and remedies hereunder or otherwise in connection with this Agreement, Debtor hereby grants to the Secured Party an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to Debtor) to use, license or sublicense any Property.

10. Defaults. Upon the failure of Debtor to pay when due any sums owing to the Secured Party, or upon occurrence of any Event of Default as defined in the Credit Agreement

and/or any contract or instrument pursuant to which Debtor may at any time hereafter incur any liabilities, indebtedness or other obligations to the Secured Party, subject to applicable cure provisions, if any, the Secured Party shall have the rights and remedies available to a secured party under law and/or expressly provided in the Loan Documents and/or any such other contract or instrument. In addition, the Secured Party shall have the right to sue for past infringement of the Property and to collect all damages and profits for past infringements.

If any Event of Default shall have occurred and be continuing, and following the giving of any notices required hereby, the Secured Party shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Property may be located and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Property or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Property all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the obligations secured hereby. Any remainder of the proceeds after payment in full of such obligations shall be paid over to the Debtor or to such other party who may be entitled to such remaining proceeds. Notice of any sale or other disposition of the Property shall be given to Debtor at least five (5) days before the time of any intended public or private sale or other disposition of the Property is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any note or the Secured Party may, to the extent permissible under applicable law, purchase the whole or any part thereof.

11. Relation to Collateral Agreement. This Agreement is a supplement to the Collateral Agreement, and the Secured Party's rights and remedies, and Debtor's obligations and waivers, under the Collateral Agreement, and the interpretive principles stated in the Collateral Agreement shall be applicable hereunder; provided however, that this Agreement and the Collateral Agreement shall be construed together so as to grant the Secured Party the greatest rights and remedies with regard to the Property; and provided further, that the Secured Party's rights and remedies hereunder may be expressly modified by amendments to the Collateral Agreement from time to time.

12. Successors; Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties; provided however, that Debtor may not assign this Agreement or any interest herein without the Secured Party's prior written consent.

13. Enforceability. If any provision of this Agreement shall for any reason be unenforceable in any respect, such enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable provisions had not been contained herein.

14. Governing Law. Except to the extent that Federal law preempts, this Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, together, shall constitute one and the same original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and the Secured Party hereby execute and acknowledge this Agreement as of the date first written above.

PYROTEK INCORPORATED

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as the Secured Party

By: *Paul A. Rieckers*  
Name: Paul A. Rieckers  
Title: Chief Financial Officer

By: \_\_\_\_\_  
Name: Daniel G. Adams  
Title: Vice President

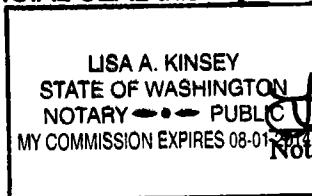
ACKNOWLEDGMENT

THE STATE OF WA }  
COUNTY OF Spokane }

BEFORE ME, the undersigned Notary Public, on this day personally appeared Paul A. Rieckers, the Chief Financial Officer of Pyrotek Incorporated, proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he/she executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 4 day of August, 2010.  
[SEAL]

My Commission Expires:  
Notary Public in and for  
8.1.2014



ACKNOWLEDGMENT

THE STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

BEFORE ME, the undersigned Notary Public, on this day personally appeared Daniel G. Adams, the Vice President of Wells Fargo Bank, National Association, proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said national association, and that he/she executed the same as the act of said national association for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_ day of August, 2010.  
[SEAL]

My Commission Expires:  
Notary Public in and for  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public



IN WITNESS WHEREOF, Debtor and the Secured Party hereby execute and acknowledge this Agreement as of the date first written above.

PYROTEK INCORPORATED

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as the Secured Party

By: *Paul A. Rieckers*  
Name: Paul A. Rieckers  
Title: Chief Financial Officer

By: *Daniel G. Adams*  
Name: Daniel G. Adams  
Title: Vice President

ACKNOWLEDGMENT

THE STATE OF wa }  
COUNTY OF Spokane }

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GIVEN UNDER MY HAND AND OFFICIAL SEAL this 4 day of August, 2010.  
[SEAL]

My Commission Expires:  
Notary Public in and for  
8.1.2014

LISA A. KINSEY  
STATE OF WASHINGTON  
NOTARY - - - PUBLIC  
MY COMMISSION EXPIRES 08-01-2014  
*Lisa A. Kinsey*  
Notary Public

ACKNOWLEDGMENT

THE STATE OF Washington }  
COUNTY OF Spokane }

BEFORE ME, the undersigned Notary Public, on this day personally appeared Daniel G. Adams, the Vice President of Wells Fargo Bank, National Association, proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said national association, and that he/she executed the same as the act of said national association for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 4 day of August, 2010.  
[SEAL]

My Commission Expires: 7/22/2012  
Notary Public in and for  
Spokane, Washington



*Jessy W. Hummel*  
Notary Public

Trademark Security Agreement

EXHIBIT A  
to  
TRADEMARK SECURITY AGREEMENT  
between  
PYROTEK INCORPORATED  
and  
WELLS FARGO BANK, NATIONAL ASSOCIATION  
Dated as of August 11, 2010

The following are the trademarks owned by Debtor that presently are on record with the United States Patent and Trademark Office:

***Trademarks***

*See attached list*

***Service Marks***

*None*

***Trade Names***

*None*

***Proprietary Labels***

*None*

***Logos***

*None*

Pyrotek Incorporated  
Trademark Summary

	Serial Number	Reg. Number	Word Mark	Filing Date	Reg. Date
1	<u>78762120</u>	<u>3687560</u>	<u>PYROTEK</u>	11/29/05	09/22/09
2	<u>78950202</u>	<u>3494121</u>	<u>STARBURST</u>	08/11/06	08/26/08
3	<u>78532730</u>	<u>3209639</u>	<u>PYROSHELL</u>	12/15/04	02/13/07
4	<u>78322705</u>		<u>PYROTEK</u>	11/04/03	04/18/06
5	<u>78320950</u>	<u>3013955</u>	<u>PYROBOARD</u>	10/30/03	11/08/05
6	<u>78320936</u>	<u>3013954</u>	<u>RFM</u>	10/30/03	11/08/05
7	<u>78140262</u>	<u>3002494</u>	<u>CERATEK</u>	07/01/02	09/27/05
8	<u>78140260</u>	<u>2849331</u>	<u>FUSAL</u>	07/01/02	06/01/04
9	<u>76458887</u>	<u>2867484</u>	<u>BPF</u>	10/17/02	07/27/04
10	<u>76240724</u>	<u>2738011</u>	<u>TENSOR</u>	04/13/01	07/15/03
11	<u>76240722</u>	<u>2687280</u>	<u>METJET</u>	04/13/01	02/11/03
12	<u>75943101</u>	<u>2557036</u>	<u>SHUR-LOK</u>	03/14/00	04/02/02
13	<u>75676242</u>	<u>2483141</u>	<u>MAC</u>	04/07/99	08/28/01
14	<u>75633008</u>	<u>2505048</u>	<u>METAULLICS LOGO</u>	02/03/99	11/06/01
15	<u>75408126</u>	<u>2305267</u>	<u>PYROGLOW</u>	12/18/97	01/04/00
16	<u>74520812</u>	<u>1915991</u>	<u>ROX-BOND</u>	05/09/94	09/05/95
17	<u>74485603</u>	<u>1876220</u>	<u>MCF</u>	02/02/94	01/31/95
18	<u>74339187</u>	<u>1829198</u>	<u>METAULLICS</u>	12/11/92	04/05/94
19	<u>73783776</u>	<u>1560523</u>	<u>SNIF</u>	02/28/89	10/17/89